

### **Remarks**

This Amendment is responsive to the Office Action of January 8, 2004. Reexamination and reconsideration of **claims 7-22** is respectfully requested.

### **Summary of The Office Action**

The specification was objected to as having a title that is not descriptive.

Claim 12 was objected to for having a misspelled word.

Claims 7-14 and 22 were rejected under 35 USC §112, second paragraph.

Claims 7-22 were rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1-12 of U.S. Patent No. US6,643,475 B2.

### **Non-Art Rejections**

Claim 12, line 3, has been amended to change “greater that” to ---greater than---.

Regarding claims 7-14 and 22, the Office Action suggested changing each occurrence of the term “fuser bias voltage” to read --- bias voltage---. Claims 7, 9, and 11-13 have been amended accordingly and the indefiniteness rejection should now be overcome. All claims should now be in condition for allowance. .

### **Terminal Disclaimer To Obviate A Double Patenting Rejection Over A Prior Patent**

Hewlett-Packard Development Co., L.P. (“Hewlett-Packard”), owner of 100% interest in the instant application, hereby disclaims, except as provided below, the terminal part of the statutory term of all claims of any patent granted on the subject application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§154 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,643,475 B2. Hewlett-Packard hereby agrees that any patent so granted on the subject application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.